

It will be totally [REDACTED] decision as to what type of stock will be placed into the facility.

16. EVENTS OF DEFAULT. PRODUCER shall be in default upon the happening of any of the following events:

- a. Default under any financing agreement, security agreement, note or any other document, writing or instrument evidencing an obligation of PRODUCER to a lending institution.
- b. Actual or attempted levy, seizure or attachment of any of the swine or any of [REDACTED] property delivered to the Facilities or otherwise to PRODUCER.
- c. PRODUCER preventing or impeding [REDACTED] or its authorized representative from inspecting or examining the Facilities or the swine;
- d. Insolvency or bankruptcy of the PRODUCER;
- e. If [REDACTED] determines at its sole discretion that PRODUCER is failing to properly care for or protect the swine or any of [REDACTED] property located at the Facilities or otherwise in the possession or control of PRODUCER;
- f. The happening of any event which in the opinion of [REDACTED] endangers or impairs the swine or [REDACTED] property.
- g. Failure of PRODUCER to perform its obligations under this Agreement.
- h. Any representation or warranty made by PRODUCER or on behalf of PRODUCER proves to be incorrect or otherwise misleading.

17. ACTION BY [REDACTED] ON DEFAULT OF PRODUCER. [REDACTED] must provide written notice to PRODUCER of such default by PRODUCER. If the default remains uncured for a period of ten days from the date of the notice, this Agreement may be modified or terminated by [REDACTED] at its election. It is the objective of [REDACTED] to not terminate the Agreement. If the default is from (16. c.) above and it becomes necessary for [REDACTED] to operate the facilities then the remainder of the contract will be considered a lease. The lease payment will be at 71 % of the original monthly contract fee. It will be at [REDACTED] sole discretion as to how long to lease the facilities.

18. WAIVER OF DEFAULT. No waiver by [REDACTED] of any default shall operate as a waiver of any other default or of the same default on a future occasion.

19. FACILITY LOCATION. The Facilities shall be located at: (legal description)

20. OWNERSHIP. PRODUCER understands and agrees that all swine delivered to the Facilities are the property of [REDACTED] West Des Moines, IA and the swine and all the increase thereof, if any, shall be and at all times remain the property of [REDACTED]. PRODUCER shall have no ownership interest of any kind in any of the swine. PRODUCER shall execute any UCC-1 financing statement or other document [REDACTED] deems necessary or advisable to protect [REDACTED] ownership of the swine and other related expenses.